COUNTER OFFER
Hawaii Association of REALTORS® Standard Form
Revised 2/19 For Release 5/19

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Reviewed by: _____ _____ _____
Name of Principal Broker/Broker-in-Charge Signature Brokerage Firm

Counter Offer Reference Date:_____. Submitted by: [ ] **Buyer** [ ] **Seller**

Purchase Contract Reference Date: _____

Seller's Name: _____

Buyer's Name: _____

Property Reference or Address: _____("Property")

Tax Map Key: Div. _____/Zone _____/Sec. _____/Plat _____/Parcel(s) _____/CPR(s) _____ (if applicable).

EXPIRATION: This Counter Offer shall expire at _____ [ ] AM/ [ ] PM on _____.

This Counter Offer cancels and supersedes any and all prior Counter Offers. All previous Counter Offers that have not been fully executed are null and void. All terms and conditions from any prior Counter Offers that are to be retained must be restated in this Counter Offer.

The undersigned agree to sell/buy the above described Property on the terms and conditions set forth in the Purchase Contract, as amended by this Counter Offer and acknowledge receipt of a copy of this Counter Offer. **This Counter Offer can be withdrawn at any time prior to delivery of a written acceptance to the undersigned's Brokerage Firm.**

INSTRUCTIONS:

1. **To Accept this Counter Offer: Complete the boxed section entitled "Acceptance of Counter Offer".**
2. **To Make a NEW Counter Offer: Complete a new Counter Offer form with a new Counter Offer Reference Date.**
3. **Alternatively, Buyer may submit a new Purchase Contract.**

FILL IN ALL CHECK BOXES. Write "NC" if no change and "X" if there is a change. In the blanks provided, clearly identify the specific change(s), deletion(s) or addition(s) which comprise the terms of this Counter Offer.

[ ] SECTION A: AGENCY DISCLOSURE_____

_____

[ ] SECTION B: INITIAL EARNEST MONEY DEPOSIT _____

_____

SECTION C: OFFER TO BUY AND PURCHASE PRICE

C-2 **Purchase Price.** The Purchase Price for the Property in U.S. dollars shall be paid as follows:

$_____ Initial Earnest Money Deposit

$_____ Additional Deposit paid into Escrow by _____

$_____ Balance of down payment (or balance of purchase price if all cash) paid into Escrow prior to closing

$_____ TOTAL CASH FUNDS FROM BUYER (exclusive of closing costs)

$_____ By way of _____

_____

_____

$_____ _____

_____

_____

$_____ **TOTAL PURCHASE PRICE**

Should Buyer fail to make the Initial Earnest Money Deposit or Additional Deposit when due, Seller may elect to terminate this Purchase Contract pursuant to Paragraph O-1.

_____ _____
BUYER'S INITIALS & DATE SELLER'S INITIALS & DATE

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[ ] SECTION D: ADDENDA (add or delete)_____

_____

_____

[ ] **The following Sections of the Purchase Contract (E to S) and/or terms and conditions of any Addenda, are amended as follows. Please reference the appropriate Section, Paragraph, Subparagraph, or Addenda.**

_____

Signature of Party ***Submitting*** Counter Offer
[ ] Buyer or [ ] Seller

Title _____

Signature of Party ***Submitting*** Counter Offer
[ ] Buyer or [ ] Seller

Title _____

Date: _____, _____ [ ] AM/ [ ] PM.

[ ] **ACCEPTANCE OF COUNTER OFFER**: I/We accept this Counter Offer and agree to sell/buy the Property on the terms and conditions in the Purchase Contract, as amended by this Counter Offer, and acknowledge receipt of a copy of this Counter Offer.

Acceptance Date: _____, _____ [ ] AM/ [ ] PM.

[ ]**Notification of Rejection.** Hawaii Administrative Rules 16-99-3(j).

Signature of Party ***Receiving*** Counter Offer
[ ] Buyer or [ ] Seller

Signature of Party ***Receiving*** Counter Offer
[ ] Buyer or [ ] Seller

Reviewed by: _____ _____ _____
Name of Receiving Principal Broker/Broker-in-Charge **Signature** **Brokerage Firm**

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this Agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

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